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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Kenneth Shareef a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following Interrogatories. If objection is made, please state the reason for the objection. Please fully answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer any of the questions.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the Stockholders that you did not own stock in the Emerald Ridge Service Corporation?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?

13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?

14. Did you advise State Farm of all your actions made before the courts with their approval?

15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?

16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?

17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?

18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?

19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?

20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?

21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?

22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?

23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not them and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?

24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?

25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through Edward Kafader, give the instructions to alter the banking documents?

36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have my permission to act along with you?

41. Did Attorney Kafader, and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?

42. Were informed the risk you face, for the crimes committed and still continued the route in which you chose?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by Attorney Edward Kafader on your behalf, and had input in said settlement negotiations, and were you aware that the actions are deemed Tortfeasor actions?

45. What funds Jon Parshalls' was being paid from?

46. Did you ever receive independent counsel advice aside from any Attorney hired by State Farm in protecting your interest, and you agree not to be afforded to argue ineffective counsel? Were you informed that pursuant the State Farm Policy if you are indeed legal, you have the right to hire whomever you wish? Were you advised that it would benefit you to hire separate counsel and submit said claim with State Farm Insurance Policy?

47. Did you and do you agreed and confirm that you authorized Attorney Edward Kafader and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.

48. Admit that you have agreed with all the decisions and advice given by Attorney Edward Kafader.

49. Did you agree with all the decisions and advice given by Attorney Jon Parshalls?

50. Were you made aware that should you be determined not to be indemnified and invalid you will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if advised differently and by whom?

51. Were you made aware that should you be determined not to be indemnified you will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf, and admit if advised differently and by whom?

52. Admit that you were made aware that your home could be forced to be sold and/or garnishment to pay any costs you cannot pay surrounding these proceedings, and admit if advised differently and by whom.

53. Were you made aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by you and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You were informed that since it has been determined that you (Kenneth Shareef) is invalid, as a Joint Tortfeasor you are already liable separately for your actions and any costs?

54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?

55. Were you are aware that Attorney Edward Kafader's first and only interest is that of State Farm over yours, and admit if advised differently and by whom? Were you informed that Attorney Edward Kafader's role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

81. Did you relocate and what is your new address, in that State Farm intends on calling you as a witness?

Please have this document notarized with your signature that you agree to this, and it should not be signed by an attorney on your behalf, in that part of the claims are that you could have received ineffective counsel.

NOTARY PUBLIC

Kenneth Shareef

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Edward Kafader of
Ferry, Joseph & Pearce
(Since No Forwarding Address has been provided for Kenneth Shareef)
824 North Market Street
Suite 904, P.O. Box 1351
Wilmington, DE 19899
(302) 575-1555
(302) 575-1714 (Fax)

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
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vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Renford Brevett a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected you as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?
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15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?
16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?
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18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?
19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?
20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?
21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?
22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?
23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not they and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?
24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?
25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of you (Edward Kafader)?

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36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

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54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?

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57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

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64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

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66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

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70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downslide?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

NOTARY PUBLIC

Renford Brevett

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Renford Brevett
44 Emerald Ridge Drive
Bear, DE 19701
(302) 834-1195

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mrs. Valerie Longhurst a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected you as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?
13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?
14. Did you advise State Farm of all your actions made before the courts with their approval?
15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?
16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?
17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?
18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?
19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?
20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?
21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?
22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?
23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not them and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?
24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?
25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through Edward Kafader, give the instructions to alter the banking documents?

36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have my permission to act along with you?

41. Did Attorney Kafader, and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?

42. Were informed the risk you face, for the crimes committed and still continued the route in which you chose?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by Attorney Edward Kafader on your behalf, and had input in said settlement negotiations, and were you aware that the actions are deemed Tortfeasor actions?

45. What funds Jon Parshalls' was being paid from?

46. Did you ever receive independent counsel advice aside from any Attorney hired by State Farm in protecting your interest, and you agree not to be afforded to argue ineffective counsel? Were you informed that pursuant the State Farm Policy if you are indeed legal, you have the right to hire whomever you wish? Were you advised that it would benefit you to hire separate counsel and submit said claim with State Farm Insurance Policy?

47. Did you and do you agreed and confirm that you authorized Attorney Edward Kafader and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.

48. Admit that you have agreed with all the decisions and advice given by Attorney Edward Kafader.

49. Did you agree with all the decisions and advice given by Attorney Jon Parshalls?

50. Were you made aware that should you be determined not to be indemnified and invalid you will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if advised differently and by whom?

51. Were you made aware that should you be determined not to be indemnified you will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf, and admit if advised differently and by whom?

52. Admit that you were made aware that your home could be forced to be sold and/or garnishment to pay any costs you cannot pay surrounding these proceedings, and admit if advised differently and by whom.

53. Were you made aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by you and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?

55. Were you are aware that Attorney Edward Kafader's first and only interest is that of State Farm over yours, and admit if advised differently and by whom? Were you informed that Attorney Edward Kafader's role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

NOTARY PUBLIC

Valerie Longhurst

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850

September 13, 2007

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Valerie Longhurst
11 Winchester Court
Bear, DE 19701
(302) 836-3717

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mrs. Maudy Melville a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected you as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?

13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?

14. Did you advise State Farm of all your actions made before the courts with their approval?

15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?

16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?

17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?

18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?

19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?

20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?

21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?

22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?

23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not them and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?

24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?

25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through Edward Kafader, give the instructions to alter the banking documents?

36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have my permission to act along with you?

41. Did Attorney Kafader, and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?
42. Were informed the risk you face, for the crimes committed and still continued the route in which you chose?
43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?
44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by Attorney Edward Kafader on your behalf, and had input in said settlement negotiations, and were you aware that the actions are deemed Tortfeasor actions?
45. What funds Jon Parshalls' was being paid from?
46. Did you ever receive independent counsel advice aside from any Attorney hired by State Farm in protecting your interest, and you agree not to be afforded to argue ineffective counsel? Were you informed that pursuant the State Farm Policy if you are indeed legal, you have the right to hire whomever you wish? Were you advised that it would benefit you to hire separate counsel and submit said claim with State Farm Insurance Policy?
47. Did you and do you agreed and confirm that you authorized Attorney Edward Kafader and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.
48. Admit that you have agreed with all the decisions and advice given by Attorney Edward Kafader.
49. Did you agree with all the decisions and advice given by Attorney Jon Parshalls?
50. Were you made aware that should you be determined not to be indemnified and invalid you will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if advised differently and by whom?
51. Were you made aware that should you be determined not to be indemnified you will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf, and admit if advised differently and by whom?
52. Admit that you were made aware that your home could be forced to be sold and/or garnishment to pay any costs you cannot pay surrounding these proceedings, and admit if advised differently and by whom.
53. Were you made aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by you and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?
54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?
55. Were you are aware that Attorney Edward Kafader's first and only interest is that of State Farm over yours, and admit if advised differently and by whom? Were you informed that Attorney Edward Kafader's role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?
56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?
57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

NOTARY PUBLIC

Maudy Melville

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

(PLAINTIFF)

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Maudy Melville
41 Emerald Ridge Drive
Bear, DE 19701
(302) 834-9324

C/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Mark Martell a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected you as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?
13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?
14. Did you advise State Farm of all your actions made before the courts with their approval?
15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?
16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?
17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?
18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?
19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?
20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?
21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?
22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?
23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farn was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not them and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?
24. Did you advise Donald Gouge not to turn over all the Eimerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?
25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through Edward Kafader, give the instructions to alter the banking documents?

36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have my permission to act along with you?

41. Did Attorney Kafader, and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?

42. Were informed the risk you face, for the crimes committed and still continued the route in which you chose?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by Attorney Edward Kafader on your behalf, and had input in said settlement negotiations, and were you aware that the actions are deemed Tortfeasor actions?

45. What funds Jon Parshalls' was being paid from?

46. Did you ever receive independent counsel advice aside from any Attorney hired by State Farm in protecting your interest, and you agree not to be afforded to argue ineffective counsel? Were you informed that pursuant the State Farm Policy if you are indeed legal, you have the right to hire whomever you wish? Were you advised that it would benefit you to hire separate counsel and submit said claim with State Farm Insurance Policy?

47. Did you and do you agreed and confirm that you authorized Attorney Edward Kafader and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.

48. Admit that you have agreed with all the decisions and advice given by Attorney Edward Kafader.

49. Did you agree with all the decisions and advice given by Attorney Jon Parshalls?

50. Were you made aware that should you be determined not to be indemnified and invalid you will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if advised differently and by whom?

51. Were you made aware that should you be determined not to be indemnified you will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf, and admit if advised differently and by whom?

52. Admit that you were made aware that your home could be forced to be sold and/or garnishment to pay any costs you cannot pay surrounding these proceedings, and admit if advised differently and by whom.

53. Were you made aware that any award made to Plaintiffs Cathy Brooks-McCollum and Einerald Ridge Service Corporation will have to be paid by you and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?

55. Were you are aware that Attorney Edward Kafader's first and only interest is that of State Farm over yours, and admit if advised differently and by whom? Were you informed that Attorney Edward Kafader's role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

NOTARY PUBLIC

Mark Martell

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Mark Martell
99 Emerald Ridge Drive
Bear, DE 19701

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mrs. Ruth Vivardis a party, who State Farm paid services for, not covered under the Insurance Policy, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected you as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did you agree to all the submissions and filings made by Edward Kafader on your behalf?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by Mr. Kafader were illegal in nature?
8. Did Attorney Edward Kafader inform you that his defense for the crimes he committed along with you was protected by immunity, and did he inform you that you were not afforded the same immunity?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing their interest through Edward Kafader and not merely your own?
10. Did you Pay Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through (Edward Kafader) and were you allowing him to make all decisions and gave your consent for him to do so?
13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?
14. Did you advise State Farm of all your actions made before the courts with their approval?
15. Were you informed and did you know that the law did not allow you Edward Kafader to represent the interest of the Corporation, yourself, knowing that the Corporation was also personally suing you in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?
16. Did Edward Kafader on Behalf of Edward Kafader advise you to submit all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?
17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?
18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?
19. Did you along with State Farm through its' attorneys play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?
20. Is State Farm aware of the video tapes made of you going before the Emerald Ridge Service Corporation giving the information you and Attorney Kafader gave on their behalf and were they made aware that the information implicates them? Also did you know that your Attorney Kafaders actions were against the Rules of Professional Conduct?
21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?
22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?
23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Were you aware and informed that if the decisions regarding the State Farm Policy were made by you and not them and they argue this in the US Courts that you will be liable in the State Courts for all costs, and could possibly have to pay for those costs?
24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?
25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? Were you informed that the decision placed the Corporation and/or you at risk to have to pay any and all costs awarded against you in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. Are you aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that you can't claim immunity as did Edward Kafader and the Chancery Court?

27. Did Defendant State Farm and/or Edward Kafader instruct and you to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did Attorney (Edward Kafader) informed State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation? Did you along with Attorney Edward Kafader as indicated in Court Records try to cover this up at first and then finally conceded, after the law supported such?

32. Did you knew that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through Edward Kafader, give the instructions to alter the banking documents?

36. Did you agree to all actions after the Delaware State Courts and US courts confirmed and admitted through legal documents filed with the court that the Court did violate the law, and their only defense was that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' Attorney Edward Kafader to claim immunity from prosecution as well and did he still continue those actions?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' Attorney Edward Kafader & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Attorney Edward Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through Attorney Edward Kafader pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have my permission to act along with you?

41. Did Attorney Kafader, and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?

42. Were informed the risk you face, for the crimes committed and still continued the route in which you chose?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by Attorney Edward Kafader on your behalf, and had input in said settlement negotiations, and were you aware that the actions are deemed Tortfeasor actions?

45. What funds Jon Parshalls' was being paid from?

46. Did you ever receive independent counsel advice aside from any Attorney hired by State Farm in protecting your interest, and you agree not to be afforded to argue ineffective counsel? Were you informed that pursuant the State Farm Policy if you are indeed legal, you have the right to hire whomever you wish? Were you advised that it would benefit you to hire separate counsel and submit said claim with State Farm Insurance Policy?

47. Did you and do you agreed and confirm that you authorized Attorney Edward Kafader and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.

48. Admit that you have agreed with all the decisions and advice given by Attorney Edward Kafader.

49. Did you agree with all the decisions and advice given by Attorney Jon Parshalls?

50. Were you made aware that should you be determined not to be indemnified and invalid you will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if advised differently and by whom?

51. Were you made aware that should you be determined not to be indemnified you will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf, and admit if advised differently and by whom?

52. Admit that you were made aware that your home could be forced to be sold and/or garnishment to pay any costs you cannot pay surrounding these proceedings, and admit if advised differently and by whom.

53. Were you made aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by you and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. Do you agree to know that any and all costs will have to be paid by you for any jury and/or court awarded costs and admit if advised differently and by whom?

55. Were you are aware that Attorney Edward Kafader's first and only interest is that of State Farm over yours, and admit if advised differently and by whom? Were you informed that Attorney Edward Kafader's role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of Attorney Kafader and Donald Gouge giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point resign from your post where you claim to be a Director? Who advised you to do this?

NOTARY PUBLIC

Ruth Vivardis

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Ruth Vivardis
45 Emerald Ridge Drive
Bear, DE 19701

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Edward Kafader either hired for State Farm or for Defendants or both in another Civil Action, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point, had the stockholders of Emerald Ridge Service Corporation elected any members you represent in Chancery court proceedings as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did State Farm agree to all the submissions and filings made by you?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by yourself were illegal in nature?
8. Did you (Edward Kafader) use as your defense for the crimes stated that you committed are and were protected by immunity, and did you others they are not afforded said argument?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing other parties interest through yourself (Edward Kafader), and their interest?
10. Was Attorney Jon Parshall's from the Corporation's funds?
11. Was Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Was Attorney Jon Parshall working through you (Edward Kafader) and did he have to get your approval and/or State Farms?

13. Did State Farm give you free will to claim all the assertions made before the Emerald Ridge Corporation and the all courts?

14. Did you advise State Farm of all your actions made before the courts with their approval?

15. Were you informed and did you know that the law did not allow you (Edward Kafader) to represent the interest of the Corporation, other parties, knowing that the Corporation was also personally suing them in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?

16. Did you have authorization regarding all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?

17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?

18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?

19. Did you along with State Farm through its' play a valid part in forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?

20. Is State Farm aware of the video tapes made of you and other parties going before the Emerald Ridge Service Corporation giving the given on their behalf and were they made aware that the information implicates them? Also did you know that your actions were against the Rules of Professional Conduct?

21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?

22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of your activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?

23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorneys? Did you know that incorporating in a Settlement Agreement to release a Tortfeasor Insurance provider then makes that party a Tortfeasor, for trying to incorporate those terms although never part of any settlement?

24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?

25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Edward Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? You do understand that your decisions placed the Corporation and others at risk to have to pay any and all costs awarded against in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. You aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay?

26. You do understand that while you claimed immunity it does not give State Farm the same benefit for your having committed the crimes on their behalf, where you admitted that you were working on their behalf?

27. Did you advise the parties in Chancery Court proceedings to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did you Attorney (Edward Kafader) inform State Farm at every stage of his intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders and if not why was Attorney Gouge's original suggestion ignored? **Plaintiffs also request these documents to be turned over once again.**

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Which of you agreed to pay legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation, while these proceedings were only in Chancery Court? Did you along with others as indicated in Court Records try to cover this up Kenneth Shareef's invalidity at first and then finally conceded, after the law supported such?

32. Did you know that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Edward Kafader)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through you (Edward Kafader), give the instructions to alter the banking documents?

36. You are aware that the Court did violate the law, and their defense was merely that they were immune from prosecution? After said rulings did Defendant State Farm still refuse to adhere to the laws, and did they advise its' you (Attorney Edward Kafader) to claim immunity from prosecution as well and did you still continue the actions which began after you and State Farm entered into these proceedings?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' you (Attorney Edward Kafader) & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent you (Attorney Edward Kafader) before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm through you (Attorney Edward Kafader) pay any funds to Attorney Donald Gouge?

40. Did you ever inform Donald Gouge that if he did not go along with your actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have Plaintiffs Cathy Brooks-McCollum's permission to act along with you?

41. Did you (Attorney Kafader), and/or State Farm advise you to go before the Corporation and have your actions Ratified and Certified and/or if it were solely a decision made by you alone?

42. You understand the risk others have been placed in, for the crimes committed and still?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by you (Attorney Edward Kafader), and you aware that the actions are deemed Tortfeasor actions?

45. What funds Jon Parshalls' was being paid from?

46. Did you ever advise other parties to receive independent counsel advice aside from any Attorney hired by State Farm in protecting their interest, and they do understand that they will not be able to argue ineffective counsel? You did inform others that pursuant the State Farm Policy if they are indeed legal, they have the right to hire whomever you wish and that it would benefit them to do so?

47. Did all parties agree and authorize you (Attorney Edward Kafader) and Attorney Jon Parshalls' to represent your interest as a group, instead of seeking individual counsel.

48. Admit that your clients agree with all the decisions and advice given by you (Attorney Edward Kafader).

49. Admit that your clients agree with all the decisions and advice given by you (Attorney Jon Parshalls).

50. Did you advise other parties that if it is determined that they are not indemnified and invalid they will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if you advised differently?

51. Did you advise other parties that if it is determined that they are not indemnified they will have to pay all the costs paid to Attorney Donald Gouge & Jon Parshalls' on your behalf?

52. Admit that you made others aware that their home could be forced to be sold and/or garnishment to pay any costs they cannot pay surrounding these proceedings?

53. You did make others aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by them and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. You did inform others that any and all costs will have to be paid by them for any jury and/or court awarded costs and admit if advised differently and by whom?

55. You did inform aothers that you (Attorney Edward Kafader's) first obligation and interest is to State Farm, and admit if you advised differently? You did inform others that your role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by you?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Edward Kafader, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of yourself (Attorney Kafader) and (Donald Gouge) giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point advise Ruth Vivardis, Renford Brevett, Maudy Melville, Mark Martell, Valerie Longhurst resign from their post where they claim to be a Directors?

NOTARY PUBLIC

Edward Kafader

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
115 Emerald Ridge Drive
Bear, DE 19701
(302) 832-2694
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Ferry, Joseph & Pearce
& Edward Kafader
824 North Market Street
Suite 904, P.O. Box 1351
Wilmington, DE 19899
(302) 575-1555
(302) 575-1714 (Fax)

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Jon Parshall either hired for State Farm or for Defendants or both in another Civil Action, answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected any members you represent in Chancery court proceedings as acting board Members, and if so, did you resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did State Farm agree to all the submissions and filings made by you?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by yourself were illegal in nature?
8. Did you (Jon Parshall) use as your defense for the crimes stated that you committed are and were protected by immunity, and did you others they are not afforded said argument?
9. Was State Farm made aware and did they agreed with you and give you the authority to make the assertions made before the Emerald Ridge Service Corporation informing said Corporation that you were representing other parties interest through yourself (Jon Parshall), and their interest?
10. Were you (Attorney Jon Parshall's) from the Corporation's funds?
11. Were Jon Parshall's paid for services from the State Farm Insurance Policy?

12. Were you (Attorney Jon Parshall) working through you (Jon Parshall) and did he have to get your approval and/or State Farms?

13. Did you on behalf of State Farm make any admissions before the Emerald Ridge Service Corporation?

14. Did you have to advise State Farm of all your actions made before the courts and have to get their approval and/or Attorney Kafader?

15. Did you inform and your clients that Kafader, could not legally represent the interest of the Corporation, other parties, knowing that the Corporation was also personally suing them in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?

16. Did you give authorization regarding all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?

17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?

18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?

19. Did you along with State Farm have knowledge of the events forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?

20. Are you aware of the video tapes made of others going before the Emerald Ridge Service Corporation giving information that implicates State Farm, and did you inform State Farm? Also did you know that the actions performed were against the Rules of Professional Conduct and did you inform your clients?

21. Did you advise Attorney Donald Gouge not to supply Plaintiff with discovery as a means to circumvent Plaintiff due process, and it was not a sole decision of him alone?

22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of Kafader's activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?

23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy, or were the decisions made by State Farm and their Attorney Kafader & Casarino? Did you know that incorporating in a Settlement Agreement to release a Tortfeasor Insurance provider then makes that party a Tortfeasor, for trying to incorporate those terms although never part of any settlement?

24. Did you advise Donald Gouge not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of him alone to ignore the Subpoena served regarding discovery?

25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? You do understand that your going along with said decisions placed the Corporation and others at risk to have to pay any and all costs awarded against in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. You aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay

the illegal parties they were not obligated to pay? You do understand if you participated illegally in these claims you too are deemed a Joint Tortfeasor

26. You did inform your clients that they cannot claim immunity for any crimes they committed?

27. Did you take part in advising the parties in Chancery Court proceedings to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm?

28. When the election took place and was not successful did you Attorney (Jon Parshall) inform State Farm at every stage of your clients and Attorney Kafader's intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and Stockholders so that you can receive a paycheck and if not why was Attorney Gouge's original suggestion ignored? **Plaintiffs also request these documents to be turned over once again.**

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Did you continue to the agreement in paying legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation, while these proceedings were only in Chancery Court? Did you along with others as indicated in Court Records try to cover this up Kenneth Shareef's invalidity at first and then finally conceded, after the law supported such?

32. Did you know that Kenneth Shareef an invalid Officer then was not able to make any appointinents to the Emerald Ridge Service Corporation,? Did Mr. Shareef himself finally resign?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Jon Parshall)?

35. Was State Farm made aware that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through you (Jon Parshall), give the instructions to alter the banking documents?

36. You are aware that the Court did violate the law, and their defense was merely that they were immune from prosecution? Did State Farm inform you to continue the illegal actions which began after Kafader and State Farm entered into these proceedings?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after informed via its' you (Attorney Kafader) & Plaintiff that the Corporation's Attorney Donald Gouge confirmed and admitted that none of the parties on the board were illegal, State Farm authorized, and continued to fund your costs, and sent Kafader before the Corporation stating what was contrary to the Corporation's Counsel written statement?

39. Did State Farm pay any funds to Attorney Donald Gouge?

40. Did your clients and Kafader ever inform Donald Gouge that if he did not go along with their actions that he would not be paid? Did Attorney Donald Gouge inform you that he was obligated pursuant the Rules Of Professional Conduct to have Plaintiffs Cathy Brooks-McCollum's permission to act along with you?

41. You are aware that State Farm through their attorney Edward Kafader asked that the Corporation and have their actions Ratified and Certified and/or were you party to this advise?

42. You understand the risk others have been placed in, for the crimes committed and still?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by you (Attorney Kafader), and you aware that the actions are deemed Tortfeasor actions?

45. What funds were you being paid from?

46. Did you ever advise other parties to receive independent counsel advice aside from any Attorney hired by State Farm in protecting their interest, and they do understand that they will not be able to argue ineffective counsel? You did inform others that pursuant the State Farm Policy if they are indeed legal, they have the right to hire whomever you wish and that it would benefit them to do so?

47. Did all parties agree and authorize you (Attorney Jon Parshalls') to represent your interest as a group, instead of seeking individual counsel.

48. Admit that your clients agree with all the decisions and advice given by you (Attorney Jon Parshall).

49. Admit that your clients agree with all the decisions and advice given by you (Attorney Jon Parshalls).

50. Did you advise other parties that if it is determined that they are not indemnified and invalid they will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if you advised differently?

51. Did you advise other parties that if it is determined that they are not indemnified they will have to pay all the costs paid to Attorney Donald Gouge & on your behalf?

52. Admit that you made others aware that their home could be forced to be sold and/or garnishment to pay any costs they cannot pay surrounding these proceedings?

53. You did make others aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by them and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. You did inform others that any and all costs will have to be paid by them for any jury and/or court awarded costs and admit if advised differently and by whom?

55. You did inform others that you (Kafader's) first obligation and interest is to State Farm, and admit if you advised differently? You did inform others that your role as Attorney For State Farm in accordance to the law was to review the issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by your clients, if you improperly informed them, or did not inform them at all?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case.

63. You are aware that State Farm did not adhere to the terms of your own policy.

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Jon Parshall, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of yourself (Kafader) and (Donald Gouge) giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downside?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point advise Ruth Vivardis, Renford Brevett, Maudy Melville, Mark Martell, Valerie Longhurst resign from their post where they claim to be a Directors?

NOTARY PUBLIC

Jon Parshall

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
115 Emerald Ridge Drive
Bear, DE 19701
(302) 832-2694
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Jon Parshall
1011 Centre Road
Wilmington, DE 19805
(302) 472-8100 (Telephone)
(302) 472-8135 (Fax)

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
PO Box 12166
Wilmington, DE 19850
(302) 521-1241
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

Plaintiff, Cathy D. Brooks-McCollum, requests that Mr. Donald Gouge answer the following statements of law. If objection is made, please state the reason for the objection. Please specifically answer the matter or set forth in detail the reasons why the answering party cannot truthfully answer the matter.

2ND REQUEST FOR INTERROGATORIES & PRODUCTION OF DOCUMENTS

1. When these proceedings first began YE 2003 at this point had the stockholders of Emerald Ridge Service Corporation elected any of the parties to this suit as acting board Members, and if so, did any of those persons resign prior to these proceedings?
2. Do you have any basis to assert as a defense or affirmative defense to the subject matter, lack of personal jurisdiction?
3. Did you take part in submitting the insurance claims to State Farm?
4. Did State Farm agree to all the submissions and filings made by you?
5. Were you informed and aware that all Plaintiffs' claims before all Courts were on behalf of Plaintiff Cathy Brooks-McCollum & Emerald Ridge Service Corporation & were Derivative in nature?
6. Did you along with State Farm refuse to pay the attorney hired to properly represent the Emerald Ridge Service Corporation and/or did you give State Farm the instructions yourselves?
7. Did you know some of the actions asserted by yourself were illegal in nature?
8. Did you (Donald Gouge) use as your defense for the crimes stated that you committed are and were protected by immunity, and did you others they are not afforded said argument?
9. Were you aware that Plaintiff Cathy Brooks-McCollum was determined to be a Valid Stockholder (Director) at all times relevant to all proceedings, and that you were authorized to work in the interest of all persons who could potentially be a valid stockholder?
10. Were you (Attorney Gouge) paid from the Corporation's funds?
11. Were you paid for services from the State Farm Insurance Policy?

12. Were you working with State Farm, and other parties? Did you know to do so was a violation of the Rules Of Professional Conduct, and required all parties consent?

13. Did you on behalf of State Farm make any admissions before the Emerald Ridge Service Corporation?

14. Did you have to advise State Farm of all your actions made before the courts and have to get their approval and/or Attorney Kafader?

15. Did you inform parties claiming to be Directors that Kafader, could not legally represent the interest of the Corporation, other parties, knowing that the Corporation was also personally suing them in all proceedings as part of the Derivative lawsuit, where an attorney was retained on behalf of the Corporation in the US Courts and you still went before the Corporation stating something contrary?

16. Did you give authorization regarding all the information submitted in all cases, in addition to having you not to pay out valid claims to a valid Officer of the Emerald Ridge Service Corporation as confirmed by the Delaware Supreme Court, and was this as a means to allow you to steal and deceive the Corporation, and as a means to cause an undue hardship and burden upon Plaintiffs?

17. Did you had first hand knowledge that it has and is a practice of State Farm Insurance and their offices to answer claims and commit such actions in order not to pay out valid claims?

18. Did you have first hand knowledge that State Farm has been accused and convicted for having used strong arm tactics thorough their attorneys in an attempt to wear them down with valid insurance claims?

19. Did you along with State Farm have knowledge of the events forcing Plaintiff and her family from their homes by any means necessary, just so that you all could avoid adhering to the law?

20. Are you aware of the video tapes made of you and others going before the Emerald Ridge Service Corporation giving information that implicates several parties? Also did you know that the actions performed were against the Rules of Professional Conduct and you did this willingly?

21. Were you advised not to supply Plaintiffs with discovery as a means to circumvent Plaintiff due process, or were you directed to do so?

22. Did you have first hand knowledge of the threats made against Plaintiff and her family and the damage to Plaintiffs personal property? Were you aware that the actions were as a result of Kafader's activities and desire to take over the board in an attempt to hide truthful information from the members of the Corporation?

23. Are you aware that based on the terms of the Emerald Ridge Insurance Policy State Farm and you knew that State Farm was insuring the incorrect person? Did you at any point instruct State Farm to pay out the claims per the policy as the Corporations Counsel, or were the decisions made by State Farm and their Attorney Kafader & Casarino? Did you know that incorporating in a Settlement Agreement to release a Tortfeasor Insurance provider then makes that party a Tortfeasor, for trying to incorporate those terms although never part of any settlement?

24. Were you advised not to turn over all the Emerald Ridge Bank Records and documents per discovery, and it was not a decision of you alone to ignore the Subpoena served regarding discovery?

25. Did you after the US Court Of Appeals confirmed through its' opinion that it saw where you (State Farms Attorney Kafader) did violate the Rules of Professional Conduct and did commit crimes against Plaintiff, maintain the position that you will not pay Plaintiffs one penny regardless? You do understand that your going along with said decisions placed the Corporation and others at risk to have to pay any and all costs awarded against in the Superior Court proceedings should State Farm free themselves of any obligations in the State Courts. You aware that State Farm has done this previously against Stockholder's and then after they were relieved of their obligations they refused to also pay the illegal parties they were not obligated to pay? You do understand if you participated illegally in these claims you too are deemed a Joint Tortfeasor? Did you at any point inform the Corporation what a Derivative lawsuit was, and that any

monies won derivatively on their behalf would have to be turned over to them? If not why not in that you were being paid by them from their funds?

26. You do understand that you cannot claim immunity as a result of any actions or roles you played in these proceedings, in that you work for the Corporation, and that would be Plaintiff Brooks-McCollum & Emerald Ridge Service Corporation?

27. Did you take part in advising the parties in Chancery Court proceedings to carry out the mock elections before the Plaintiffs Emerald Ridge Service Corporation, as a means to cover up the prior crimes committed by Defendant State Farm & Edward Kafader?

28. When the election took place and was not successful did you Attorney (Gouge) inform State Farm at every stage of others and Attorney Kafader's intentions to go before the Corporation and give the information? Was this done as a means to keep you (of who State Farm funded) in charge of the Corporation books, bank records and Insurance policy and notes, as a means to continue to deceive the Corporation, regardless of the harm it caused the Corporation and and Stockholders so that you can receive a paycheck and if not why was your own original advise ignored by yourself?
Plaintiffs also request these documents to be turned over once again.

29. Have you been informed that the damaged caused Plaintiff Brooks-McCollum and Emerald Ridge Service Corporation has created a substantial financial and the actions taken are criminal?

30. Did you continue to the agreement in paying legal costs for Kenneth Shareef even after being informed that he was never a stockholder, or valid officer? Did any of you at any point inform Kenneth Shareef that he could not use the State Farm Policy, or did State Farm still allow Kenneth Shareef the opportunity to use the Corporations Policy?

31. Did you have first hand knowledge that Kenneth Shareef was never a valid Office of the Corporation, while these proceedings were only in Chancery Court? Did you along with others as indicated in Court Records try to cover this up Kenneth Shareef's invalidity at first and then finally conceded, after the law supported such?

32. Did you know that Kenneth Shareef an invalid Officer then was not able to make any appointments to the Emerald Ridge Service Corporation? Did Mr. Shareef himself finally resign? Did you ever inform the Corporation that any appointments made by Kenneth Shareef were invalid?

33. Did you know that Kenneth Shareef an invalid Officer appointed Maudy Melville and Renford Brevett to the Board, although he himself was not valid to make any appointments and did you ever inform State Farm, and if so at what point did you do so as the acting Corporation counsel?

34. Did Maudy Melville and Renford Brevett appointed others to the Emerald Ridge Service Corporation Board, under the Direction of yourself (Jon Parshall)?

35. Was State Farm made aware by you that neither Kenneth Shareef, Maudy Melville, and/or Renford Brevett had authority to alter or change bank records, until at such time the courts acknowledged validly elected officers? Did State Farm through you (Jon Parshall), give the instructions to alter the banking documents?

36. You are aware that the Court did violate the law, and their defense was merely that they were immune from prosecution? Did State Farm inform you to continue the illegal actions which began after Kafader and State Farm entered into these proceedings?

37. Is it Defendant State Farm who continues to refuse to meet its obligation pursuant Delaware Law, State Farms Policy, Plaintiff Emerald Ridge Service Corporation, Bylaws, Certificate Of Incorporation, or are they working under your instructions?

38. Did Defendant State Farm after being informed of your written opinion that none of the parties on the board were legal, continued to fund costs against the Corporation and its' policy, and did they continue to send Kafader before the Corporation after said time?

39. Did State Farm pay any funds to you?

40. Did anyone ever inform you (Donald Gouge) that if you did not go along with their actions that you would not be paid? Did you inform all parties that pursuant the Rules Of Professional Conduct to have Plaintiffs Cathy Brooks-McCollum's permission to act along with you?

41. You are aware that State Farm through their attorney Edward Kafader asked that the Corporation and have their actions Ratified and Certified and/or were you party to this advise and/or present when this was done?

42. You understand the risk others have been placed in, for the crimes committed and still?

43. Was the Corporation informed via video that *"a win for State Farm and his clients was a win for them"* and did you agree to and/or go along with this?

44. Did you agreed to the false terms and invalid Settlement Agreement presented before Plaintiff by you (Attorney Kafader), and you aware that the actions are deemed Tortfeasor actions?

45. What funds were you being paid from?

46. Did you ever advise other parties to receive independent counsel advice aside from any Attorney hired by State Farm in protecting their interest and that of the Corporation (since it appears only Plaintiff was working on behalf of the corporation), and they do understand that they will not be able to argue ineffective counsel? You did inform others that pursuant the State Farm Policy if they are indeed legal, they have the right to hire whomever you wish and that it would benefit them to do so?

47. Did all parties agree and authorize you to give all the information you gave to the Corporation, or did they tell you what to do, or did you do this of your own free wil?

48. Do you agree with all the decisions and advice given by State Farm, their lawyers, and the parties portraying to be Directors.

49. Do you agree with all the decisions and advice given by you and do you stand by all your actions, writings and pleadings.

50. Did you advise other parties that if it is determined that they are not indemnified and invalid they will have to reimburse all the costs paid to you back to State Farm Insurance Company, and admit if you advised differently?

51. Did you advise other parties that if it is determined that they are not indemnified they will have to pay all the costs paid to Attorney Donald Gouge & on your behalf?

52. Admit that you made others aware that their home could be forced to be sold and/or garnishment to pay any costs they cannot pay surrounding these proceedings?

53. You did make others aware that any award made to Plaintiffs Cathy Brooks-McCollum and Emerald Ridge Service Corporation will have to be paid by them and all other parties not determined to be valid (of which was already admitted in court records), and not to be indemnified and admit if advised differently and by whom? You did inform that since it has been determined that Kenneth Shareef is invalid, as a Joint Tortfeasor he is already liable separately for his actions and any costs?

54. You did inform others that any and all costs will have to be paid by them for any jury and/or court awarded costs and admit if advised differently and by whom?

55. You did inform others that you (Kafader's) first obligation and interest is to State Farm, and admit if you advised differently? You did inform others that your role as Attorney For State Farm in accordance to the law was to review the

issues before him, and determine per the law the correct advise per the law, and have them adhere to who is determined covered by the State Farm Policy.?

56. Are you aware that State Farm has in the past been sued for having their attorney's ill advise clients, and then turn around and make the clients pay for the costs incurred as a result of Attorney's paid by them for them, whose only recourse after was to sue State Farm?

57. Are you aware that the Plaintiffs did sustain injuries as a result of the actions committed by you?

58. Are you aware that Plaintiff Brooks-McCollum had to remove her family from dangerous circumstances as a result of the actions committed by Defendant State Farm and their Attorney's and yourself and if not you agree that you are now being made aware?

59. You are aware that Plaintiff and her family incurred in excess of an additional \$500,000 worth of expenses and damages as a result of your actions, State Farm and Attorney Kafader? You agree to be liable for any award, should State Farm argue that they are not bound by any award as a result of the actions committed by others, if you improperly informed them, or did not inform them at all?

60. You are aware that Plaintiff has been forced to defend herself and other Plaintiff (Emerald Ridge Service Corporation), as a means not to have their Constitutional Rights violated?

61. You are aware that Plaintiff and her family have been forced to conceal their living arrangements as a result of these parties crimes committed, as a means of protection?

62. You are aware that State Farm issued a Policy to protect the Corporation and valid Officers of the Corporation in this case?

63. You are aware that State Farm did not adhere to the terms of your own policy?

64. Did State Farm maintain insurance that covers your liability in this lawsuit and did State Farm issue new policies after this time? Please provide all policies, and if State Farm did not renew the policies indicate so?

65. Did State Farm maintain insurance that covers Plaintiff Cathy Brooks-McCollum's liability in this lawsuit and Emerald Ridge Service Corporation?

66. Did State Farm inform you specifically that they have maintained insurance that covers your liability in this lawsuit no matter what?

67. Do you have in your possession and have you refused pursuant discovery to supply Plaintiff with all Insurance Policies underwritten concerning Plaintiff Emerald Ridge Service Corporation, as well as all Corporation documents from the time Plaintiff was a Stockholder up until the time she was know longer a Stockholder, and if the court allows any actions made before the Corporation after said time Plaintiff was no longer a Stockholder made by yourself, State Farm through Jon Parshall, Donald Gouge, and any other party. **Plaintiff requests these to be turned over?**

68. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy and the persons who submitted and signed any and all claims?

69. Do you have in your possession and have refused pursuant discovery to supply all documents submitted to you for coverage under the Emerald Ridge Service Corporation Policy?

70. You were informed that the injury to Plaintiff's is such that it has affected her emotional well being, as well as the financial well being, and that of the Plaintiff Emerald Ridge Service Corporation?

71. You are aware of video tape of yourself (Gouge) and (Kafader) giving information before the Corporation and to your ability believe it to be authentic?

72. You understand that the Affidavits made to the invalid elections, and false statements made before the Corporation are authentic?

73. You were informed that Stockholder witnesses, and other witnesses to be presented have first hand knowledge of this case?

74. You do understand that the move made by Plaintiff's was necessary for protection?

75. You are aware that the costs incurred and losses incurred substantiating said losses were unforeseeable as a result of the current housing market.

76. You were advised that the legal costs incurred by Plaintiff Cathy Brooks-McCollum and on behalf of Plaintiff Emerald Ridge Service Corporation were reasonable?

77. You were informed that Plaintiff continue to have to work, due to having to liquidate assets to cover legal costs, and increase costs in housing, where Plaintiff have now incurred additional losses, due to the recent house sale downslide?

78. You were informed that Plaintiff continue to incur a burden of having to remove her children from a private Christian School, to public school as a result of the crimes committed by you, and Plaintiff having to abruptly move?

79. You do know that Plaintiff also requested that any changes in employment by State Farms Staff with knowledge of this case be turned over, as well as Kenneth Shareef's new address, a party State Farm has listed as a witness, and who has since moved, with no new address to be served upon supplied, and a party State Farm considers a key witness.

80. Did you at any point advise Ruth Vivardis, Renford Brevett, Maudy Melville, Mark Martell, Valerie Longhurst resign from their post where they claim to be a Directors?

81. You do agree and understand that you are obligated as the party representing the Corporation during said time and all Directors to turn over all records regarding Emerald Ridge Service Corporation in your possession and that is not protected by any privilege in that Plaintiff was a valid Director and a stockholder and representing the Corporation as well? **PLEASE TURN OVER ALL CORPORATE DOCUMENTS IN YOUR POSSESSION.**

NOTARY PUBLIC

Donald Gouge

Submitted,

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
September 13, 2007

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

Cathy D. Brooks-McCollum
& On behalf of
Emerald Ridge Service Corporation Derivative Action
As a Director
115 Emerald Ridge Drive
Bear, DE 19701
(302) 832-2694
(PLAINTIFF)

CIVIL ACTION NO: 04-419 (JJF)

JURY TRIAL REQUESTED

vs.

State Farm Insurance Company
(DEFENDANTS)

PROOF OF SERVICE

I Cathy D. Brooks-McCollum hereby certify that on the 13th day of September 2007, I will and have caused to be served a true and correct copy of the foregoing Request For Admissions on:

Donald Gouge
700 King Street
Suite 600
Wilmington, DE 19801
(302) 658-1800 x1834 (Telephone)
(302) 658-1473 (Fax)

/s/Cathy D. Brooks-McCollum
PO Box 12166
Wilmington, DE 19850
(302) 521-1241